



CITY OF OVIEDO FLORIDA
400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765
407-971-5555 • WWW.CITYOFOVIEDO.NET

WORK ORDER NUMBER: **WO-23-413**

DATE: **August 2, 2023**

PROJECT: **2024 Florida Recreational Development Assistance Program (FRDAP)
Grant Application**

CONTRACTOR/CONSULTANT: **RMPK Funding**

Execution of this Work Order by the CITY OF OVIEDO, FLORIDA (the "City") shall serve as authorization of CONTRACTOR/CONSULTANT (the "Contractor") to provide for the above project, services and work as set out in the documents which are attached and made a part hereof. The City and the Contractor are collectively referred to herein as the "Parties" or individually as a "Party." All services, programs and activities of the City are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the City's Title VI Nondiscrimination Policy, Plan and Procedure.

Contractor shall provide said services pursuant to this Work Order and its attachment(s) to the City which is/are incorporated herein by reference as if fully set out in its entirety. The terms and conditions set forth on the City's website are also fully incorporated herein.

ATTACHMENTS:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☐ EXHIBIT B: PROJECT STATUS REPORT
- ☐ EXHIBIT C: RATE SCHEDULE
- ☒ EXHIBIT D: INSURANCE CERTIFICATE/ENDORSEMENTS
- ☐ OTHER

TIME FOR COMPLETION: The work authorized by this Work Order shall be completed within **180 days** from the notice to proceed issued by the City OR the date of the issuance of this Work Order.

COMPENSATION: The City shall compensate Contractor a fixed fee in the amount of **Four Thousand and 00/100 Dollars (\$4,000.00)** for the goods and services required under this Work Order. Contractor shall perform all work and provide all associated goods as required by this Work Order. In no event, shall Contractor be paid more than the fee set forth above. Compensation shall occur according to the method described in the City's terms and conditions listed on the City website.

Contractor's Initials: **RR**

INDEMNITY: The Contractor shall defend, indemnify and hold harmless the City and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, Contractor will further hold harmless, defend and indemnify the City, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to failure of Contractor to offer health coverage to Personnel which failure results in the assessment of a penalty against the City.

The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section of the Agreement.

INSURANCE: The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, the lines of insurance and minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies.

Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the Contractor as required herein shall be considered, and the City agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurances available to the City shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, *Florida Statutes*.

Contractor's Initials:  RR

- Workers Compensation/Employer Liability: The Contractor shall provide Worker's Compensation insurance for all employees at limits not less than the following:

\$500,000 Each Accident
\$500,000 Each Employee
\$500,000 Policy Limit for Disease

- General Liability Insurance: The Contractor shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$1,000,000 Personal & Advertising Injury - each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments

- Commercial Business Automobile Liability: The Contractor shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.
- Professional Liability Insurance: The Contractor shall provide coverage in the amount of \$1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, The City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E-VERIFY: In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Contractor shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subcontractors assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Contractor acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the City and remain in the Contractor's project records for review by the City as requested. Additionally, Contractor shall certify to the City, by affidavit, that the Contractor has verified through the E-verify system the employment status of each employee and/or subcontractor assigned to work on the Project. Contractor shall be responsible for including this provision in all its' subcontracts issued on regard to this Project.

Contractor's Initials: RR

PUBLIC RECORDS: Contractor agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, *Florida Statutes*, the Contractor must: (1) Keep and maintain public records required by the City to perform the service, (2) Upon request from the City's custodian of public records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City, (4) Upon completion of this Agreement, transfer to the City, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5) If the Contractor does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the Contractor shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the Contractor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Contractor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the City with a copy of the Contractor's response to each such request.

The Contractor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Contractor's Initials: RR

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

ELECTRONIC SIGNATURES: Each Party consents and agrees to the execution of this Work Order using electronic signatures as allowed by the provisions of Florida Statutes §668.001-006 – The Florida Electronic Signatures Act of 1996. Each Party agrees that such electronic signatures are true, correct, and binding signatures as an original for enforcement/enforceability of this document and neither Party will raise any defense or invoke statutory claims attempting to invalidate the enforceability of this document by reason of the use of such electronic signatures.

Contractor's Initials:  RR

The **Effective Date** of this Contract shall be the date of execution by, or on behalf of, the City of Oviedo, Florida.

ATTEST

Anna Bonjour

Anna Bonjour (Aug 3, 2023 11:42 EDT)

Name: Anna Bonjour

RMPK Funding
Ryan A. Ruskay

By: Ryan Ruskay

Title: President

Date: Aug 2, 2023

CITY OF OVIEDO, FLORIDA, a municipal corporation

ATTEST

By: _____

Title: City Manager

Name: _____

Date: _____

WORK ORDER NUMBER: WO-23-413

PROJECT: 2024 Florida Recreational Development Assistance Program (FRDAP) Grant Application

Reviewed by:

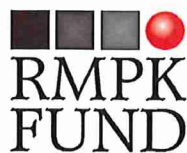
Purchasing: 

Date: 8/2/23

Risk Management: 

Date: 8/2/23

COST PROPOSAL FOR PROFESSIONAL SERVICES



Date: July 31, 2023

To: City of Oviedo
400 Alexandria Blvd. 32765
Oviedo, FL 32765

Attention: Bryan Cobb ,City Manager

Project: 2024 FRDAP Grant Application

File No.: 2023- 212

Description of Services: Preparation and submission of 2024 FRDAP Grant Program application.

Compensation: Compensation shall be in the lump sum of Four Thousand Dollars (\$4,000.00)

Upon your acceptance, a signed copy of this form will serve as your written authorization to proceed with the description of services as noted above.

Thank you very much for this opportunity to be of service to the City of Oviedo

RMPK Funding

By: _____

Ryan A. Ruskay
President

Date: July 31, 2023

APPROVED BY City of Oviedo

By: _____

Bryan Cobb
City Manager

Date: _____



Public Funding • Governmental Advocacy • Economic Development

FUNDING OPPORTUNITY

2024 Florida Recreational Development Assistance Program (FRDAP) Regular Application Cycle

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program's competitive grants for the acquisition or development of outdoor recreational facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle, but may only have three FRDAP grants active at one time.

Eligible Activities include but are not limited to:

Basketball Courts, Field Lighting, Boating Facilities, Beach Access, Playgrounds, Soccer Fields, Tennis Courts, Baseball/Softball Facilities, Sports lighting, Trails, Picnic Facilities, Fishing/Nature Piers, Outdoor Amphitheaters, Dog Parks, Cultural Facilities, Support Facilities and any other outdoor recreation or open space elements.

Application Deadline: August 31, 2023

Maximum Grant Amount: \$50,000- \$200,000 (2 applications are permitted for each cycle)

Eligible Costs: Project costs from July 1, 2023 and on are reimbursable.

Grant preparation fees are eligible to be reimbursed as a part of the grant.

Match: Grants up to \$50,000 have no matching fund requirement.

Grants more than \$50,000 and up to \$150,000 have a 25% matching funds requirement.

Grants over \$150,000 have a 100% matching funds requirement.

SCOPE OF SERVICES

Grant Preparation

- Research and obtain necessary documents for the grant application
- Complete any/all pre-application requirements and registrations.
- Prepare and submit grant application and required forms for evaluation
- Handle all follow up requests from Grantor relating to the application
- Attend or coordinate any meetings necessary for the grant application
- Prepare materials and make presentation as needed
- Act as a liaison between the City and the Grant Agency
- Provide City with updated timelines and information concerning the funding process



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C. No):
INSURED RMPK Funding, Inc. 601 Heritage Dr #402 Jupiter, FL 33458	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P100.402.788.10	07/18/2023	07/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.402.462.10	07/18/2023	07/18/2024	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Oviedo 400 Alexandria Blvd. Oviedo, FL 32765	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/13/2022

EXPIRATION DATE: 9/12/2024

PERSON: RYAN A RUSKAY

EMAIL: RRUSKAY@RMPKFUNDING.COM

FEIN: 020609342

BUSINESS NAME AND ADDRESS:

RMPK FUNDING, INC.

601 HERITAGE DR. #402

JUPITER, FL 33458

SCOPE OF BUSINESS OR TRADE:

Clerical Office Employees-
NOC

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.